

## **Performance Work Statement**

### **Program Management Support for ONR Office of Counsel**

#### **1. Introduction**

The Office of Naval Research (ONR) Office of Counsel requires program management support services in the enterprise-wide responsibility related to acquiring rights in technology including identifying and perfecting rights in technology, assistance in administering Department of Navy (DON) licensing program, assisting in royalty distribution memoranda and processing royalty revenue, and managing contractual and contested matters, including litigation related to Intellectual Property (IP) rights in technology.

#### **2. Background**

The Department of the Navy (DON), Office of Naval Research (ONR) was established to plan, foster, and encourage scientific research and technology development related to the development and maintenance of future naval power and the preservation of national security.

Within the DON Office of General Counsel, DON IP attorneys are responsible for providing timely advice and counsel on all areas of IP affecting the development, use, and life cycle maintenance of all Navy ships, aircraft, satellites, and other weapons systems being used or supported by the DON or its foreign strategic partners, including the review of relevant potential inventions, ideas, or solutions to technological problems. In support of the DON's and ONR's mission and objectives, the Office of Counsel focuses on providing both legal services and non-legal assistance, including contract-invention surveillance, conducting basic legal research related to licensing regulations, preparing reports and correspondence related to basic legal issues, and other IP support services.

The IP counsel is responsible for setting policy and procedures for the enterprise-wide DON IP mission, and for executing certain IP programs within ONR, and OGC. These policies, procedures and programs are primarily directed toward securing DON IP rights in technology to defend the DON against allegations of infringement of the IP rights of others. Identifying and securing these rights may take place in the context of IP rights investigations conducted during the formation and execution of DON contracts, as well as during contested matters, such as litigation related to IP rights. A subset of the DON enterprise-wide program is to conduct IP rights investigation to identify the sources of DON rights in IP and to perfect such rights, as appropriate, including acquiring licenses in such rights. It is essential to perform these investigations and analyses in solicitations, contracts and grants on both a pre-award and post-award basis. The scope of these investigations includes all aspects of analysis, research, document production, cataloging, routine contacts with outside parties and related activities necessary to prospectively secure IP rights. Additionally, IP rights analysis is conducted as a pre-emptive defensive action to prevent or minimize allegations of infringement, thereby avoiding costly litigation. Research and analysis related to IP rights in contested matters, such as litigation, may be very complex, but it is also a necessary and routine requirement in executing the DON's IP mission.

As a result, support service to IP Counsel is required to assist in securing IP rights in technology and matters related to DON's enterprise-wide responsibilities and those specifically involving ONR. These responsibilities include prospectively conducting investigations to identify and perfect the IP rights of DON in new or existing contracts; analyzing previous IP rights investigations both prior to litigation and during litigation to defend DON against allegations of infringement of the IP rights of others, and in the related aspects of general support during IP litigation. The general support during litigation related to IP rights may include assisting and interacting with the Department of Justice as required.

The Navy Trademark Licensing Program Office resides within the ONR Counsel Office.

### **3. Objective**

The objective of this contract is to provide program management support services to ONR Office of Counsel.

The Contractor shall furnish all work, management, supervision, labor and materials necessary to ensure the effective and efficient performance of functions identified.

### **4. Technical Tasks/Requirements**

The Contractor shall provide program management support services that shall include, but not limited to, intellectual property licensing, and providing assistance to ONR attorneys on a variety of general and IP law matters. The Contractor shall perform the following tasks in accomplishing the requirements of this contract. The contractor shall provide the necessary timely assistance to meet emergent requirements as requested by the Contracting Officer.

The Contractor shall identify programmatic issues, make recommendations, and provide methods, processes, and tools to strive for cost, schedule, and performance efficiencies. Contractor personnel shall be proficient in the use of Microsoft Office (Excel, Word, Access, and PowerPoint).

#### **4.1 Intellectual Property Technical Support:**

- i. Assist in preparation of royalty distribution memorandums; enter royalty review information into a financial information system.
- ii. Receive, enter, and track data related to license processing and royalty revenue, and produce related reports.
- iii. Conduct basic legal research related to licensing regulations.
- iv. Research and extract relevant information from records for publicly available documents on file with the US Patent and Trademark Office and international patent offices related to patents, patent applications and trademark registration.

- v. Research and extract information from internal DON databases and resources for tracking IP rights.
- vi. Prepare reports that include the status of DON IP rights in various ONR documents including solicitations, grants, and contracts, as determined by research in regards to reviewing records of IP clauses or data rights assertions.
- vii. Assist attorneys in the research and drafting of internal and external analyses and reports related to issues impacting DON's rights in IP.
- viii. Research and extract from relevant records information pertaining to DON IP rights before contested matters commence;
- ix. Research and extract from relevant records information pertaining to DON IP rights in contested matters including but not limited to, administrative claims and litigation
- x. Research, extract, compile, and catalog documents as typically required in contested matters such as litigation, including assisting ONR IP attorneys with answering and preparing requests for IP discovery.
- xi. Assist attorneys in executing ONR's IP mission by establishing and maintaining records and files, including electronic files for tracking and updating the status of projects and tasks as required.
- xii. Provide other IP or IP-related assistance to the Contracting Officer's Representative (COR) on an as-needed basis, to include but not limited to litigation support in court cases and appeals.
- xiii. Assist attorneys in reviewing documents, including financial and accounting records provided in electronic or any other format.
- xiv. Assist in identifying issues related to IP data rights and proprietary assertions that arise from review of the documents
- xv. Provide other IP or IP-related assistance on an as-needed basis. This assistance may include litigation support in any cases or appeals involving IP matters.
- xvi. Track requests for trademark licenses, confirm that applicants for trademark licenses have provided all required documentation and supporting materials, prepare draft licenses, and prepare signature packages for trademark license execution.

- xvii. Maintain electronic and paper records on oppositions, cancellations, and other adversarial trademark matters.

#### **4.2 Program Management Support:**

- i. Engage with and maintain relationships with ONR Program Officers, Contracting Officers, and with the Research Contractor point(s) of contact.
- ii. Notify the ONR IP Program Manager of actual or potential rights compliance issues, and assist ONR IP attorneys in the investigation of any such issue in the performance of their assigned tasks.
- iii. Research and track, via docket systems or tracking system, important tasks and due dates in contested matters such as litigation.
- iv. Provide basic legal research, litigation support, and other support as needed to assist ONR Office of Counsel general law practice attorneys

### **5. Personnel Requirements**

The Contractor shall provide one (1) qualified individual on a full-time basis to perform and execute all aspects of the technical tasks and requirement. The individual must be able to act independently, be able to communicate in an articulate manner both orally and in writing and must have the ability and willingness to learn new areas of law.

The individual is required to:

- Possess (1) a paralegal certificate or J.D. degree or (2) possess five (5) years of paralegal work experience supporting commercial transactional litigation
- Possess one (1) year of experience conducting basic legal research;
- Show a demonstrated understanding of commercial transactional litigation in US courts and administrative agencies;
- Possess experience preparing requests and answers in discovery proceedings;
- Possess experience organizing documents produced and received in discovery proceedings;

- Possess experience with electronic discovery and electronic discovery database systems typically used in commercial, transactional litigation such as InfoDox e-discovery system, Concordance or Summation;
- Possess experience in coding of databases and generation of reports;
- Possess experience in conducting research in all typical media, including the internet; practice efficiently and thoroughly to exercise attention to detail;
- Possess experience in litigation before one or more of the federal courts or boards;
- Possess experience in IP litigation;
- Possess experience in litigation before one or more of the federal Boards of Contract Appeals.

## **6. Reports, Data and Other Deliverables**

The Contractor shall provide the following deliverables within the timeframe specified. Electronic submission is encouraged for all briefings, documents and reports listed below, unless otherwise directed by the COR and shall be provided to the COR identified in Section G of the contract. These deliverables include but are not limited to: MS power point briefings, MS Word documents and reports, MS Excel spreadsheets, MS Access databases, and emails.

### **6.1 Monthly Reports:**

(a) The Contractor shall provide Monthly Progress and Status Report to the COR (Attachment 2, CDRL Data Item No. A001). The report may be provided in contractor format (subject to COR approval). The report is due no later than ten (10) business days after the end of each month. The report will include the following information:

- a. Contractor's name and address;
- b. Contract and subcontract number (if applicable);
- c. Date of Report;
- d. Period covered by report;
- e. Executive Summary;
- f. Performance related work issues;
- g. Work accomplished per labor category;
- h. Problems and issues during report period and planned action for period following the period in which the report was submitted.

The contractor shall also provide a Financial Status Report (Attachment 2, CDRL Data Item No. A002). The report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template found at the following site:

<http://www.onr.navy.mil/Contracts-Grants/manage-contract.aspx>. The format for the financial status reports may be updated during the life of the website (or any successor website identified

via administrative modification to the contract award) and the contractor will be notified that an update version shall be used for future submissions. The report is due no later than ten (10) business days after the end of each month.

**6.2 Annual Summary Reports:** The Contractor shall prepare an annual status report, due no later than thirty (30) days after the end of the period of performance. This report shall document cumulative work performed during the reporting period to include but not limited to project status reports, technology acquisition status reports, litigation status reports and other related reports. Contractor format is acceptable (subject to COR approval) (Attachment 2, CDRL Data Item No. A003).

### **6.3 Other Reports as Required**

For efforts undertaken within Section 4, as requested by Office of Counsel, the contractor shall provide paper and electronic copies of written reports, presentations, briefings, analysis and support documents related to the work conducted in support of the PWS during the term of this contract (Attachment 2, CDRL Data Item No. A004).

## **7.0 Quality**

### **7.1 Quality Control Plan**

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirements of the contract.

The Quality Control Plan (QCP) shall detail the plan the contractor will employ during contract performance. The Government will monitor the QCP during contract performance to ensure that the contractor is performing in accordance with the QCP. The contractor shall provide a final QCP within ten (10) business days of contract award. After acceptance of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days of the changes (Attachment 2, CDRL Data Item No. A005).

### **7.2 Quality Assurance**

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's Quality Control Plan and the Governments Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to ensure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this PWS. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government received

the quality of services called for in the PWS. The QASP details how the performance standards identified in the PWS are measured, who will perform the measurement, the frequency of the surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government (see Attachment No. 3).

## **8.0 Enterprise Wide Contractor Manpower Reporting Application (ECMRA) Reports**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1<sup>st</sup> through September 30<sup>th</sup>. While inputs may be reported any time during the FY, all data shall be reported no later than October 31<sup>st</sup> of each calendar year in accordance with Attachment 2, CDRL Data Item No. A006. Contractors may direct questions to the help desk, linked <https://doncmra.nmci.navy.mil>.

## **9.0 Post Award Kick-Off Meeting**

The appropriate representative(s) of the contractor shall be prepared to attend a post award orientation kick-off meeting at the Office of Naval Research within five (5) business days of the award notification. The post award kick-off meeting will be attended by the Contracting Officer, Contracting Officer's Representative and any other required members of the program office.

## **10.0 Common Access Card (CAC) For Contractor Employees**

All new contractor employees shall be "CAC Card Ready" before performing any work under this contract. "CAC Card Ready" means:

1. Subject's fingerprints have been submitted to the Office of Personnel Management (OPM) and determined favorable.
2. Subject has an initiated or completed NACI or equivalent investigation type.
3. A visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Office (AO).

## **11.0 Contractor Personnel Check-in/Check-out Procedures**

- a) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-in for onboarding contractor personnel in accordance with Attachment No. 5 entitled "Check-In- Contractors (CTR)".
- b) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check-out Procedures for contractor personnel in accordance with Attachment No. 6 entitled "Check-Out – Contractors (CTR)".

c) All Contractor Personnel shall also comply with the following additional check out procedure(s):

-Turn in classified records (if applicable).

## **12.0 Non-Disclosure Agreement**

A Non-Disclosure Agreement (NDA) is required for all personnel performing under this contract. All contractor personnel shall complete and sign an NDA during their Check-In process. See Attachment No. 7.

## **13.0 Contractor Personnel Termination Policy**

It shall be the contractor's responsibility to ensure that termination of all contractor personnel (Prime and Sub-Labor) are handled off-site at the Prime Contractor's facility in order to avoid disruption to ongoing work functions at ONR Headquarters. Terminated contractor personnel who possess ONR or other government assets shall return all assets to the on their last day of working on-site at ONR. The contractor shall deliver all ORN and other government assets to the ONR Contracting Officer Representative (COR) or Alternate COR no later than three (3) business days after termination of the contractor's employee.

## **14.0 Counter Intelligence Awareness and Reporting (CIAR) Training**

All contractor personnel shall attend Counter Intelligence Awareness and Reporting (CIAR) Training in accordance with the DoD Directive 5240.06 within thirty (30) days of their first day of work supporting ONR and annually thereafter.

## **15.0 Other Training**

All contractor personnel shall complete annual organization specific mandatory training as required in accordance with the DoD, Navy and ONR policy. Training can include, but is not limited to: DoD Cyber Awareness, Privacy and Personally Identifiable Information (PII) Awareness, Combating Trafficking in Persons (CTIP), Ethics, No Fear Act, Prevention of Sexual Harassment (POSH) and Equal Employment Opportunity.

## **16.0 Contractor Assignment of Personnel**

(a) Personnel provided under this task order are critical to the mission of ONR. The contractor is expected to minimize employee turnover with respect to personnel performing under this PWS.

(b) All personnel under this task order shall possess sufficient breadth and depth of applicable experience to provide pertinent support independently.

(c) In the event that contractor personnel are not meeting the requirements stated in the PWS, the COR or the Contracting Officer will notify the Contractor of the issues regarding the contractor's personnel. The contractor will have thirty (30) days to remedy the situation in a manner that is

acceptable to the Government. A mutual effort will be made to resolve all problems and issues identified.

### **17.0 Performance Evaluations in Contractor Performance Assessment Reporting System (CPARS)**

- a) Continual monitoring of performance is one critical element to the success of the contract. Performance evaluation reports will be prepared at the time of final acceptance of work, termination, annually or other times, as appropriate. Performance evaluations are done in CPARS at [www.cpars.gov](http://www.cpars.gov) by focusing on elements of quality control, effectiveness of management, timely performance and compliance with safety standards.
- b) If the COR concludes that a contractor's overall performance is less than satisfactory, the contractor shall be advised in writing. Contractors taking exception to the evaluation ratings are encouraged to submit comments in writing within CPARS. If the contractor submits written comments, the COR shall include them in the report, resolve any alleged factual discrepancies, and make appropriate changes to the report. If the contractor's performance is found to be less than satisfactory, actions may warrant the Government to make new arrangements with different suppliers or modify existing arrangements.
- c) The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this contract. If a subcontractor's performance is less than satisfactory, the Government expects the prime contractor to take effective actions to correct less than satisfactory performance. Less than satisfactory performance by a subcontractor may reflect adversely on the contractor's performance evaluation within the CPARS system.

### **18.0 Program Review with ONR**

- a) The Contractor, the Contracting Officer, Contract Specialist, and COR(s) shall meet to review performance under this contract, to determine on-going status, to identify and resolve problems, and to provide information to decision-maker(s).
- b) Thereafter, the Contractor, the Contracting Officer, Contract Specialist, and COR(s) will meet quarterly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the Contractor's performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems and issues identified.